

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**  
*(San Francisco)*

**Judge:** Senior District Judge William H. Orrick

2. I submit this declaration in support of the motion to dismiss and/or stay. I have personal knowledge of the facts set forth herein and if called as a witness, I could and would competently testify thereto.

**Documents from VSCO's Website**

3. Attached to this Declaration and marked as **Exhibit "A"** is the Privacy Policy printed from VSCO's website on April 19, 2025.

4. Attached to this Declaration and marked as **Exhibit "B"** is the "How to delete a VSCO Account" help page printed from VSCO's website on April 19, 2025.

**Correspondences between Mr. Khimji's Current Counsel and VSCO's Counsel**

5. Attached to this Declaration and marked as **Exhibit "C"** is a letter from the undersigned to VSCO's counsel on March 13, 2025 requesting documents relating to the two WIPO Arbitration and Mediation Center cases referred to in paragraphs 37-38 of the Complaint.

6. Attached to this Declaration and marked as **Exhibit "D"** is an email from VSCO's counsel on March 14, 2025 refusing to provide the requested documents.

7. Attached to this Declaration and marked as **Exhibit "E"** is an email to VSCO's counsel on March 14, 2025 specifically bringing to their attention that the IP address 184.147.76.101 is registered to a physical location about 800 kilometers away from where Mr. Khimji resides, and inquired whether VSCO has made any inquiries with the Canadian internet service provider using that IP address.

8. Attached to this Declaration and marked as **Exhibit "F"** is an email from VSCO's counsel on March 14, 2025 stating "[a]s for the discovery issues, I'll discuss further with VSCO" but did not answer the undersigned's inquiry on whether VSCO made any inquiries on the IP address above.

9. Attached to this Declaration and marked as **Exhibit "G"** is an email to VSCO's counsel on March 14, 2025 stating as follows:

Can you please point me to the correspondences where you say Mr. Khimji *"refused to identify the owners/operators of the other sites identified in the Complaint"*? The manner Mr. Kleiman handling this file leaves much to be desired, and he is no longer involved. I trust that my involvement here could bring a fresh perspective.

Thank you for agreeing to speak with your client about the exchange of information. The reason I ask about the IP address is, it appears from the exchanges that the Plaintiff may have overlooked the possibility that a third-party may have utilized Mr. Khimji's name without permission. It would seem to make little sense for someone to use a Protonmail email account (which is regarded as highly anonymous) only to then use their real name with an internet company such as Cloudflare.

10. As of the date of signing this Declaration, VSCO's counsel has not responded to the aforementioned email in Exhibit G.

#### **NAM Demand for Arbitration Form**

11. Attached to this Declaration and marked as **Exhibit "H"** is Demand for Arbitration form from the website of NAM (National Mediation and Arbitration).

#### **Who Is Registration Information for <socialgirls.live>**

12. Attached to this Declaration and marked as **Exhibit "I"** is the Whols registration information for <socialgirls.live> showing that this domain name was registered on or about October 18, 2024.

#### **State Bar of California Registration for Akaash Gupta**

13. Attached to this Declaration and marked as **Exhibit "J"** is the State Bar of California contact information for Mr. Akaash Gupta showing his contact address is VSCO, 548 Market St Ste 92958, Pmb 92958, San Francisco, CA.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on April 21, 2025 in the City of Toyama, Japan.



Simon Lin

# EXHIBIT A





FEED



STUDIO ↗

CANVAS ↗



PROFILE



SEARCH



LEARN



HUB ↗

SIGN UP

LOG IN

# Privacy Policy

Effective as of March 2, 2025

At VSCO, it's important to us to be open and transparent with our users (who we refer to as our **"Creators"**) who trust us with their data. This Privacy Policy describes our privacy practices and how we handle your data that we collect through our websites, products, services, social media, marketing activities, and other ways described in this Privacy Policy (collectively, our **"Services"**). This Privacy Policy supplements our [Terms of Use](#). All provisions of our Terms of Use likewise apply to this Privacy Policy.

If you're a resident of California, Colorado, Connecticut, Delaware, Iowa, Maryland, Minnesota, Nebraska, New Hampshire, New Jersey, Montana, Oregon, Tennessee, Texas, Utah, or Virginia, check out the U.S. State Privacy Rights section below for additional information about your personal information and rights under state law.

## Table of Contents

[Data We Collect](#)[How We Use Your Data](#)[How We Share Your Data](#)[How Your Data is Maintained](#)[Your Choices](#)[Age Restrictions on Providing us Data](#)[Changes to this Privacy Policy](#)[Contacting VSCO](#)[U.S. State Privacy Rights](#)

[Privacy Notice to European Creators](#)


[Privacy Notice for China Residents](#)

[Privacy Notice for Brazil Residents](#)


[Privacy Notice for Mexico Residents](#)

Data We Collect

Data You Provide Us	What This Is
Account Data	Data we need to set up and maintain your account, like your account credentials, name, email, or phone number. This also includes information we need to verify whether you're eligible to use our Services, like date of birth.
Profile Data	Data that allows you to customize your profile so other Creators can get to know you better, like your profile photo, interests, and links you might include.
Our Communications With You	The communications between us when we reach out to you, or you reach out to us.
Feedback	Any feedback that you provide to us regarding our Services, like in questionnaires, surveys, interviews, or beta tests.
Payment and Transactional Data	Information we need to process payments or keep track of your subscription, like payment card


 FEED


 STUDIO ↗

 CANVAS ↗

 PROFILE

 SEARCH

 LEARN


 HUB ↗

SIGN UP


LOG IN


 FEED

 STUDIO ↗

 CANVAS ↗

 PROFILE

 SEARCH

 LEARN


 HUB ↗


SIGN UP


LOG IN

	information and purchase history.
Marketing Data	Details about your engagement, and certain preferences for receiving marketing communications.
User-Generated Content	All the content you create or post with VSCO, and your interactions with other Creators and their content, such as comments or direct messages.
Data About Others	Contact information of others you might share with us, like when you invite your friends to use our Services.

Date We Collect from Third Parties	What This Is
Data from Social Media Platforms	Your interactions with our social media posts, or when you mention VSCO or use a VSCO-related hashtag on social media platforms.
Data from Other Creators	Data our Creators provide us about you, like when they invite you to use VSCO.
Data from your Single Sign On (SSO) Provider	Information related to your account with the SSO provider, like your name, picture, username, email address, or phone number.

 FEED

 STUDIO ↗

 CANVAS ↗

 PROFILE

 SEARCH

 LEARN


 HUB ↗


SIGN UP


LOG IN


Data from Advertising Partners and Intermediaries	Information we receive about you from third-party advertising partners and intermediaries, such as event data (e.g. actions taken on a third-party property, like purchases or downloads), email addresses, phone numbers, or other identifiers (e.g. cookie IDs, mobile advertising IDs, alternative IDs like LiveRamp RampIDs), or demographic or other analytical data.
Data from Other Partners	Information we get if you access VSCO through a partnership we have with another party.


Data We May Collect Automatically	What This Is
Device Data	Information about your device or browser when you use our Services, like your operating system, device type, IP address, unique identifiers, and general location information.
Online Activity Data	Your interactions with different parts of our Services, including information you provide, the pages, profiles, content, or ads you view or interact with or search, the website that referred you to us, your interactions with us through various communications


 FEED


 STUDIO ↗

 CANVAS ↗

 PROFILE

 SEARCH

 LEARN

 HUB ↗

SIGN UP

LOG IN

	<p>channels, and clicks, mouse movements, keystrokes, or other actions taken on the Services.</p> <p>We typically collect this information through a variety of first or third party tracking technologies, such as cookies, pixels, APIs, or SDKs, and we may otherwise use third-party partners to process this information.</p> <p>You may be able to configure your browser and device settings to limit or disable the use of cookies or similar technologies. You can learn more in the “<a href="#">Your choices</a>” section of this Privacy Policy.</p>
Metadata about User-Generated Content	Information about how, when, and where you created or edited your content.

How We Use Your Data

Once we collect your data, we use it in a few different ways. This table summarizes the different ways we may use your data.

How We Use Your Data	What this means
Delivering our Services	We use your data to provide and enhance our Services and our business.
Improving our Services	


 FEED

 STUDIO ↗

 CANVAS ↗

 PROFILE

 SEARCH

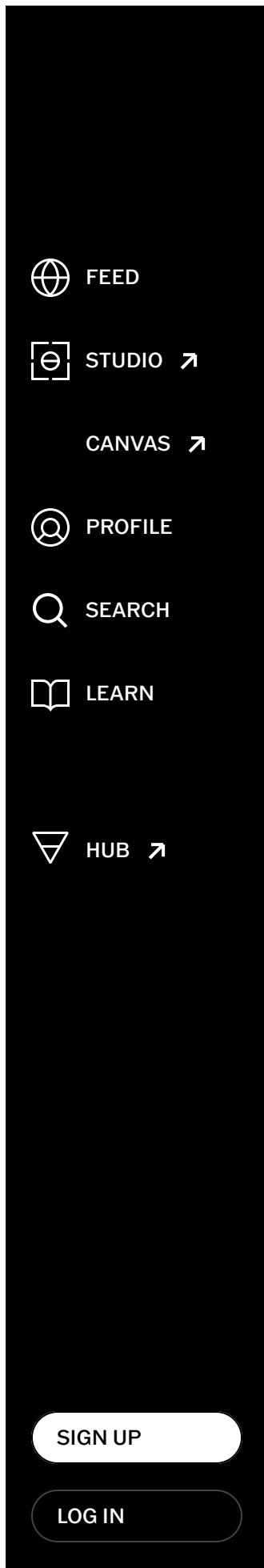
 LEARN

 HUB ↗

SIGN UP

LOG IN

	We use your data to monitor our Services, and to improve its performance and effectiveness, as well as improve and better tailor any offers or ads in connection with our Services.
Research and Development	We may use your data for research and development so we can understand and improve our, or our partners' services (including artificial intelligence and machine learning models). As part of these activities, we may also create aggregated, de-identified, or other anonymous data from your data.
Marketing	<p><b>Direct marketing.</b> We may send you direct marketing communications about our Services or products or services that we offer with our marketing partners. If you would rather not receive our marketing emails, you can follow the steps in the “<a href="#">Opt-Out of Marketing</a>” section later in this Privacy Policy.</p> <p><b>Interest-based advertising.</b> We may engage third-party advertising partners to display ads on our Services and on third-party properties. These companies may use cookies and similar technologies in connection with our Services, our communications, and on</p>



other services, and use the information collected via such technologies to serve ads on our Services that they think will interest you (e.g. ads from third-party advertisers) or on other third-party properties (e.g. ads from VSCO or other ads that may interest you). This activity is typically called interest-based advertising or targeted advertising.

We may also receive information about our Creators from third-party advertising partners, which we then use to match to, and better understand, those Creators or similar Creators within our Services to serve targeted advertising to those Creators on an advertiser's behalf. Similarly, we may upload information about our Creators to advertising partners to facilitate interest-based advertising to those users, or similar users, on our or other services. You can learn more about your choices for limiting interest-based advertising in the "Your choices" section of this Privacy Policy.

We may also disclose information, such as event data, ad view/click data, and user identifiers, to advertising

 FEED

 STUDIO ↗

 CANVAS ↗

 PROFILE

 SEARCH

 LEARN

 HUB ↗

SIGN UP

LOG IN

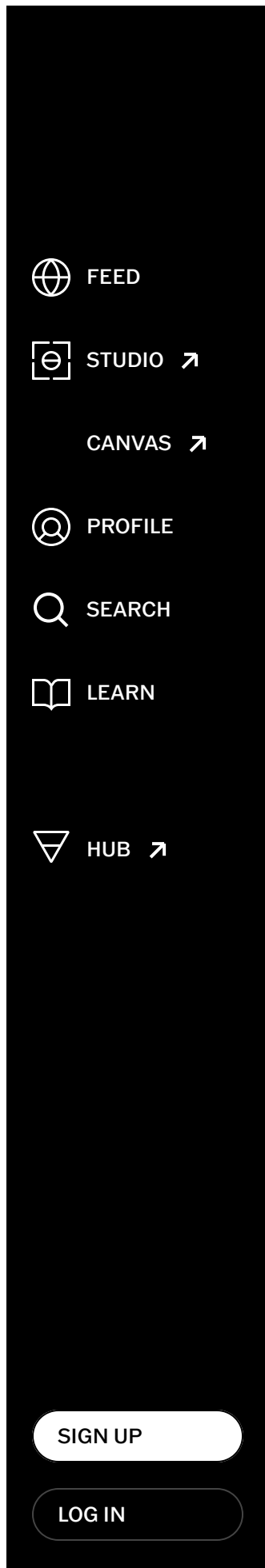
	<p>partners for purposes of measuring the effectiveness of ads.</p> <p>Note that information we may receive from other sources may also be used for interest-based advertising purposes, such as information we receive that helps us better understand our users.</p>
Compliance and Protection	<p>To provide our Services, we must be mindful of the many legal, ethical, and contractual requirements that apply to us, so we might use your data as needed to comply with the law respond to lawful data requests, respond to subpoenas and warrants, or other lawful requests, protect our Creators, establish and defend against legal claims, enforce our terms and policies, or comply with other legal requirements.</p>

How We Share Your Data


We might need to share your data with other parties to help us do the things mentioned above. This table summarizes the other parties that might receive your data.

Who we might share your data with	Why we might share your data with them
Affiliates	






	We might share your data with our corporate affiliates or subsidiaries to do the things mentioned in this Privacy Policy.
Service Providers and Partners	We use certain companies and individuals that provide services on our behalf or help us operate our Services or our business, like data hosting, email delivery, advertising, or marketing services. We may also share your data with partners for their own business purposes, such as the development and improvement of their services.
Advertising Partners and Intermediaries	<p>We work with third-party advertising partners and intermediaries (e.g. ad networks, retargeters, sell-side or demand-side platforms, ad servers, clean rooms, identity resolution providers, measurement providers, publishers such as social media platforms or digital/print content providers, advertisers, agencies) to facilitate the delivery of advertising to you on VSCO or on third-party properties or to measure the effectiveness of those ads.</p> <p>You can learn about the options you have to opt-out of interest-based advertising in the “<a href="#">Your</a></p>


 FEED

 STUDIO ↗

 CANVAS ↗

 PROFILE

 SEARCH








 LEARN

 HUB ↗

SIGN UP

LOG IN

	<p><b>Choices</b>” section of this Privacy Policy.</p>
Professional Advisors	We may need to share your data with our professional advisors, like our lawyers, auditors, bankers, and insurers if it’s necessary for them to provide their services.
Authorities and Others	We may need to share your data with law enforcement, government authorities, and private parties if we need to do so for the compliance or protection purposes described above.
Business Transferees	If we go through a business transaction like a merger, acquisition, corporate divestiture, or dissolution (including bankruptcy), or a sale of all or some of our assets, we may share or transfer your data to the parties (or their advisors) to the transaction during the transaction or in contemplation of the transaction (including during due diligence).
Other Creators, Companies and the Public	Your profile, content, and interactions with other content or Creators on our Services, like favoriting or resharing, can be seen and used by others. We may also offer ways for you to interact with businesses that may wish to work with you, and your data, like your contact

-  FEED
-  STUDIO ↗
-  CANVAS ↗
-  PROFILE
-  SEARCH
-  LEARN
-  HUB ↗

SIGN UP

LOG IN


details, may be made available to facilitate such potential interactions.


How Your Data is Maintained


How long we retain your data	Only as long as we reasonably need it for the uses mentioned above.
How you can delete your data	Follow the instructions <a href="#">here</a> .
What happens when we no longer need your data	We'll either delete your data or anonymize it unless deletion or anonymization isn't possible or practical (for example, because your data is in backup archives or in certain emails), in which case we'll make sure your data is securely stored and isolated from further processing.
What data remains	Remember that it is impossible to ensure that anything on the internet is ever completely removed. Even after your account is deleted, your content may still be visible, for example, if you've shared it on other platforms or if other people copied or shared your content before you deleted your account.


Your Choices


How to make it happen


 FEED


 STUDIO ↗

 CANVAS ↗

 PROFILE

 SEARCH


 LEARN

 HUB ↗

SIGN UP


LOG IN


What you can do with your data	
Access or update your information	You can review and update certain account information by logging into your account.
Opt-out of marketing communications	You can opt-out of marketing-related emails by following the unsubscribe instructions at the bottom of a marketing email, or by <a href="#">contacting us</a> . You will continue to receive other non-marketing emails related to our Services. If you receive marketing text messages from us, you can opt out by replying STOP to our marketing message.
Adjust cookie preferences	<p>In certain U.S. states or in the European Economic Area, you can opt out of the use of certain cookies and similar technologies by clicking “<a href="#">Your Privacy Choices</a>” or “Cookie Settings” in the footer of our website, or within our mobile app.</p> <p>Additionally, most browsers let you limit or reject cookies by configuring your browser settings accordingly.</p>
Disable mobile location data	You can disable our access to your device’s geolocation in your mobile device settings.
Decline to provide information	

 FEED


 STUDIO ↗

 CANVAS ↗

 PROFILE

 SEARCH

 LEARN

 HUB ↗


SIGN UP

LOG IN

	<p>You can decide not to give us certain data, but then you may not be able to use certain features of our Services.</p>
Configure third-party platform settings	<p>If you connect to our Services through a third-party platform (like a social media account), you may be able to use your settings in your account with that platform to limit the information we receive from it moving forward.</p>
Delete your data	<p>You can choose to delete certain content from your account. You can delete your account and data entirely by following the instructions <a href="#">here</a>.</p> <p>If you are under 18 years of age, you can also use these same instructions to exercise your right to delete your content under California’s “Online Eraser” Law.</p>
Opt-out of interest-based advertising	<p>You can opt out of receiving interest-based advertising on websites through participating members of the Network Advertising Initiative by clicking <a href="#">here</a> or the Digital Advertising Alliance (DAA) by clicking <a href="#">here</a>.</p> <p>You can also opt out of receiving interest-based advertising in mobile apps through participating members of the DAA by using the</p>

 FEED STUDIO ↗

CANVAS ↗

 PROFILE SEARCH LEARN HUB ↗

SIGN UP

LOG IN

AppChoices mobile app. Note that we may work with companies that may not participate in these opt-out mechanisms but might offer their own opt-out.

In certain U.S. states, you can opt out of the use of “Targeted Advertising” by clicking “[Your Privacy Choices](#)” in the footer of the website or within our mobile app, and adjusting your preferences.

Limit advertising ID use in your mobile settings

You may be able to configure your mobile device to limit how your mobile advertising ID can be used for interest-based advertising purposes.

## Age Restrictions on Providing us Data

General Audience Services

Our Services are intended for a general audience and are not directed to, targeted toward, or intended for use by people under 13.

Unintentional Receipt of Data of People Under 13.

If we learn that we collected data through our Services from a child under 13 without the consent of the child’s parent or guardian as required by law, we will delete it.

## Changes to this Privacy Policy

 FEED STUDIO ↗

CANVAS ↗

 PROFILE SEARCH LEARN HUB ↗

SIGN UP

LOG IN

Notification of Material Changes	If we make any material change to this Privacy Policy, we will notify you via email, through a notification posted on our Services, or as otherwise permitted by law.
Effective Date of Changes	Your use of our Services after the effective date mentioned in any updated Privacy Policy indicates your acceptance of the updated Privacy Policy.

## Contacting VSCO

Online Help Center	<a href="https://support.vSCO.co">https://support.vSCO.co</a>
Mailing Address	VSCO 548 Market St, Suite 92958 San Francisco, CA 94104 Attention: Legal Department

## U.S. State Privacy Rights

## Privacy Notice to European Creators

## Privacy Notice for China Residents

## Privacy Notice for Brazil Residents

# Privacy Notice for Mexico Residents

 FEED

 STUDIO ↗

CANVAS ↗

 PROFILE

 SEARCH

 LEARN

 HUB ↗



VSCO

TRY FOR FREE

DOWNLOAD NOW

## COMPANY

About VSCO

Products

Plans

Careers

Press

## FEATURES

What's New

Photo Editor

Mobile App

Photo Filters

SIGN UP

LOG IN



Creative Community

VSCO Hub

VSCO Canvas

 FEED

 STUDIO ↗

CANVAS ↗

 PROFILE

 SEARCH

 LEARN

 HUB ↗

COMMUNITY

Photographer Stories

Learn

Guidelines

Safety

Support

Forum

GUIDES

Photography Basics

Photography Tips and Techniques

Photography Guides

Curated Photo Collections

Photography Business

SIGN UP

LOG IN

Terms of Use

VSCO Hub Agreement



VSCO

[Privacy Policy](#)

[Cookie Settings](#)

Copyright 2025 VSCO. All rights reserved.



FEED



STUDIO ↗



CANVAS ↗



PROFILE



SEARCH



LEARN



HUB ↗

SIGN UP

LOG IN

# EXHIBIT B



[The VSCO Help Center](#) > [Account & Privacy](#) > [Account Deletion and Data Requests](#)

Q Search

## How to delete a VSCO Account

At VSCO, it's important that you have ownership of your creative journey, which includes controlling your content and your data.

Deleting the VSCO app does not delete your account. To help you maintain that ownership of your data, we offer three options to remove your account on VSCO.

[Delete a VSCO Account on the VSCO iOS App](#)

[Delete a VSCO Account on the Web or VSCO Android App](#)

[Delete a VSCO Account created with an email](#)

[Delete a VSCO Account created with a phone number](#)

[Delete a VSCO Account created with Facebook or Google](#)

[FAQs](#)

<b>Deleting Your VSCO Account</b>	<b>Deactivating your VSCO profile but keep your VSCO account active</b>	<b>Deactivating your VSCO account which includes your VSCO profile</b>
Deletes Profile	Deactivates Mobile Profile	Deactivates Profile
Deletes Content	Deactivates Content	Deactivates Content
Deletes Mobile and Desktop purchases	Profile no longer accessible by the VSCO community	Profile no longer accessible by the VSCO community
Deletes all associated data	Can still access Mobile and Desktop purchases	Cannot access Mobile and Desktop purchases
Cannot reactivate account	Can still access desktop products	Unsubscribes you from our mailing list
<b>Deleting your VSCO account cannot be undone.</b>	Username and email cannot be used to create another account	Username and email cannot be used to create another account
	Can reactivate anytime by signing back in	Can reactivate anytime by signing back in

**The fastest way to delete your VSCO account is by deleting the account yourself.** We encourage you to follow the steps below to delete your account yourself before contacting Support.

***Please note your account and log in must be verified to delete an account. If you receive an error when attempting to delete your account please check you email, including your spam folder, for a recent verification email.***

Once you submit your deletion request, it may take several hours to fully delete your data. During this time, your account may still be publicly viewable. *Please note that we may be unable to immediately delete certain types of personal information due to regulatory or legal requirements. This information will be deleted in accordance with our policies.*

**[If you aren't already a VSCO Member, we invite you to try out a free 7 day trial of the VSCO Membership before you go.](#)**

**Select which option applies to you for detailed instructions:**

[Deactivate a VSCO Account via Deactivation Form](#)

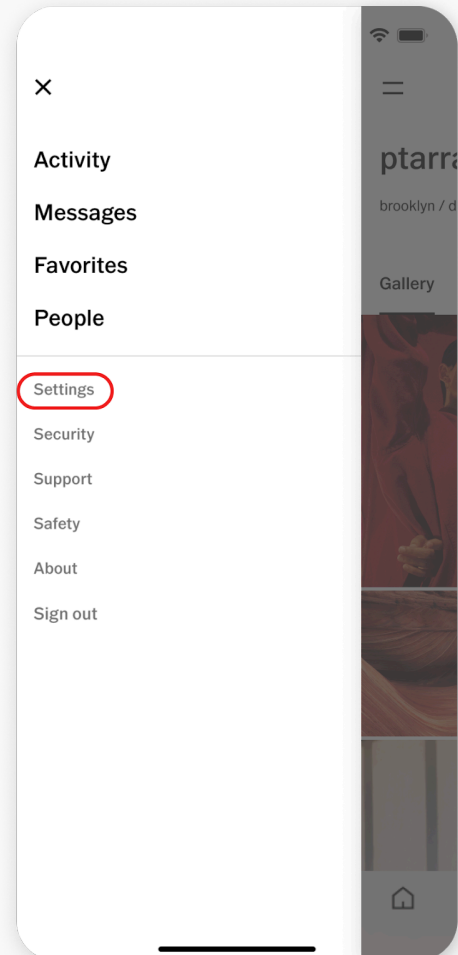
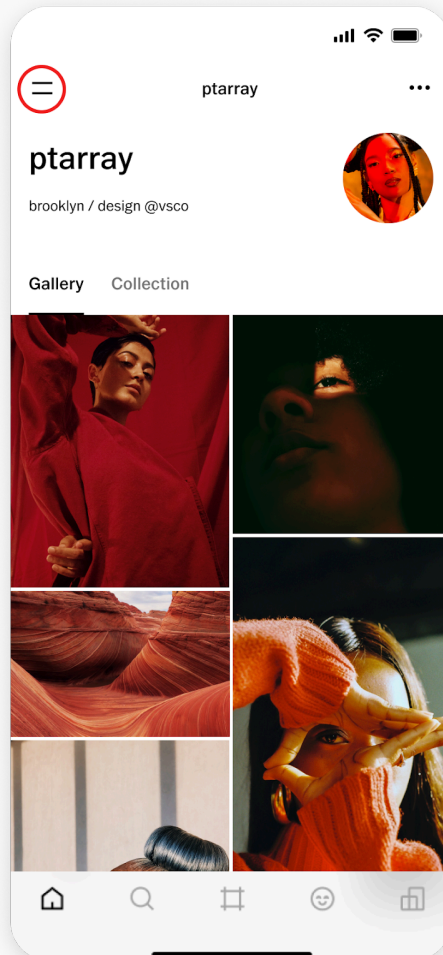
[Delete a VSCO Account on the VSCO iOS App](#)

[Delete a VSCO Account on the Web or VSCO Android App](#)

## Delete Account on the VSCO iOS App

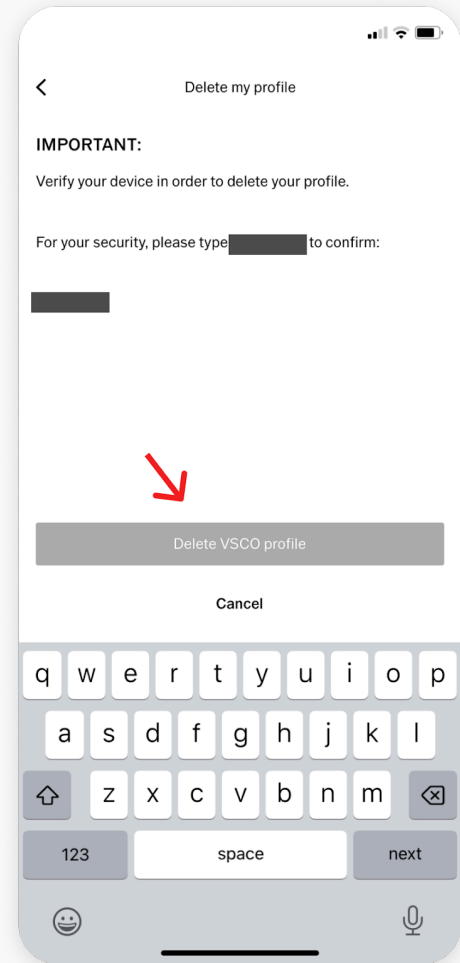
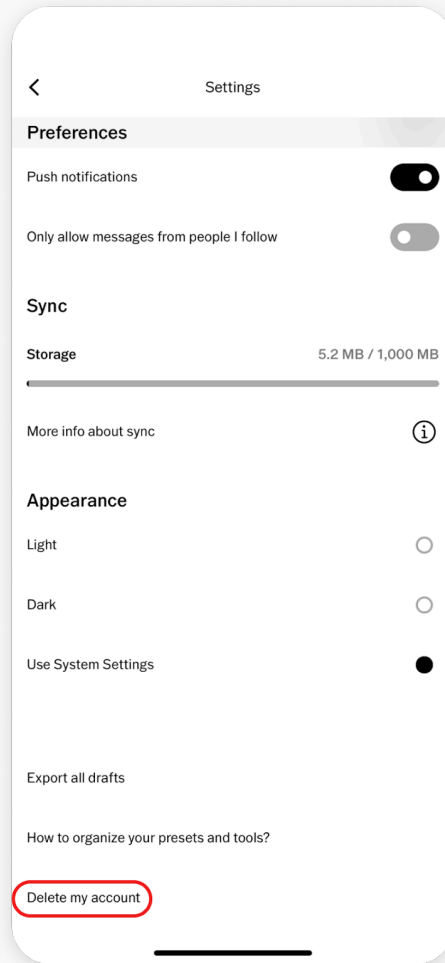
1. Tap on the  
Global Menu icon  
(top-left corner).

2. Select Settings.

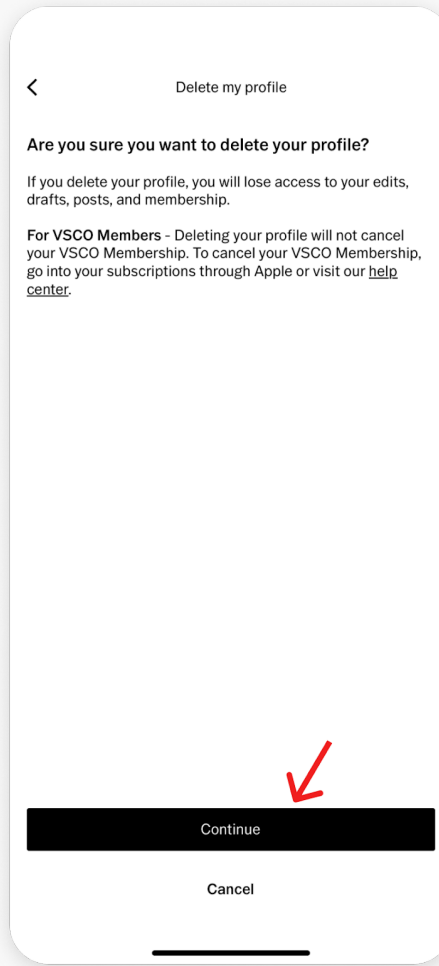


3. Select Delete my account.

4. Type in the prompted VSCO security phrase.



## 5. Select Delete VSCO profile.



**VSCO Members: Deleting your VSCO account will not automatically cancel your VSCO Membership subscription. [To cancel your VSCO Membership, please see our How to manage, cancel, or request a refund for your VSCO Membership article](#)**

## Delete a VSCO Account on the Web or VSCO Android App

Please note this process applies to those who wish to delete their account from mobile web, a desktop browser, and/or Android users.

Below we've listed how to delete VSCO accounts that were created with an email, phone number, or Google and Facebook log in.



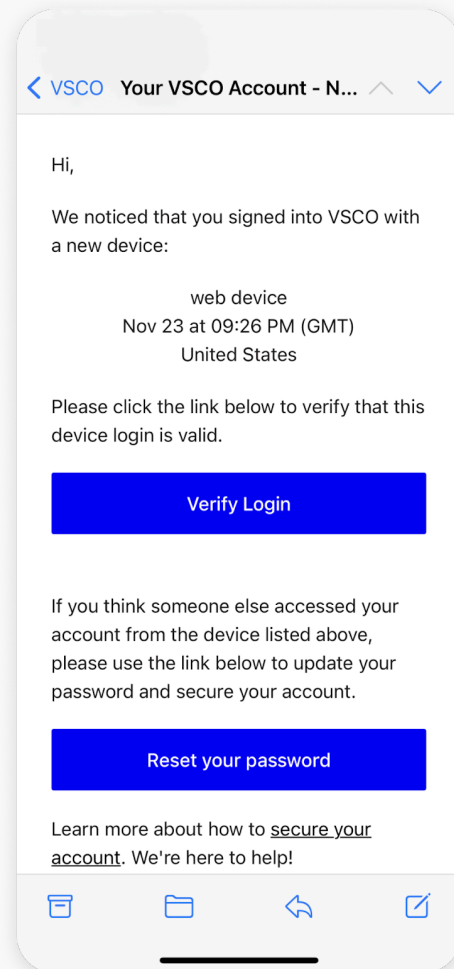
## Delete VSCO Account created with an email

1. Sign into the account you wish to delete on vsco.co in a web browser either on your mobile device or a desktop/laptop computer **and** sign into the same account on your VSCO mobile app.

2. When you sign into vsco.co in a web browser, this registers as a new device and you will be sent a verification email to the email associated with your VSCO account.

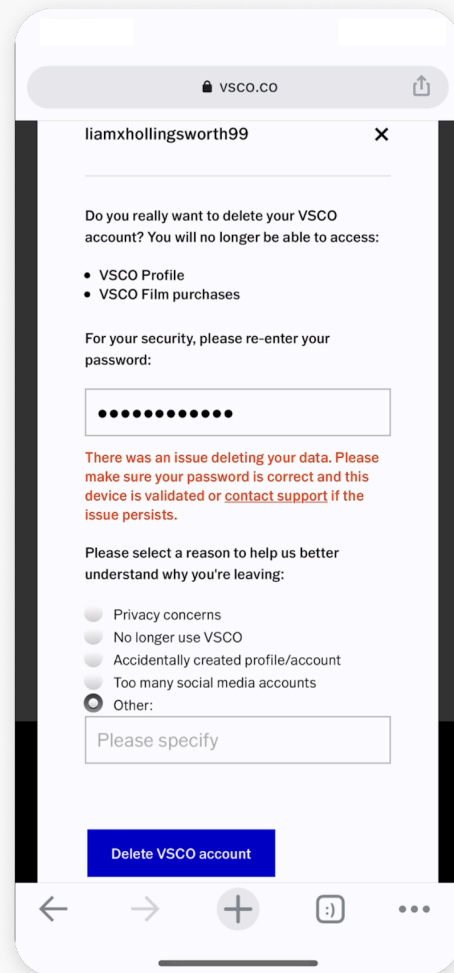
*Note to Gmail users: This email could arrive in the 'Promotions' tab.*

*Note to all email users: check your spam folder if you don't see the verification email in your inbox. Please note it could take between 5-10 minutes for this email verification to arrive in your inbox.*

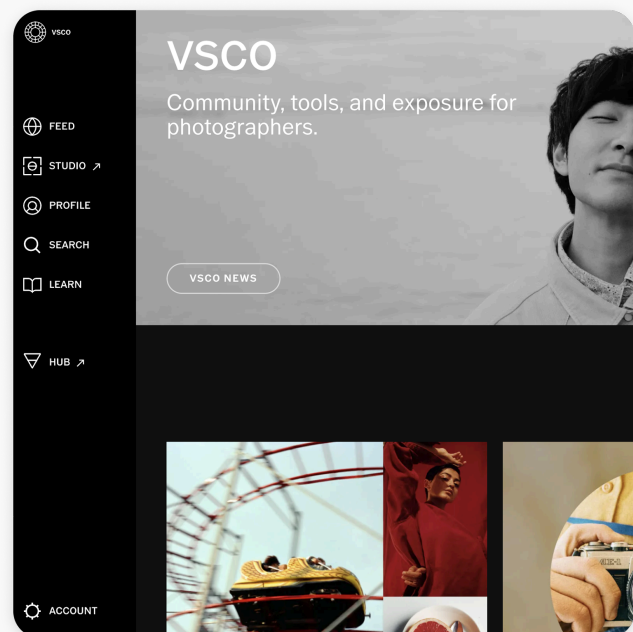


3. You **must** verify log in from the email that was sent to you **before** you can proceed with deleting your VSCO account, otherwise you will encounter an error.

*You will encounter the error below if you have not verified the new device log in from the email that was sent to you after you signed into your VSCO account on mobile web.*



4. Once your browser/device is verified navigate to your Account in the bottom left corner of vSCO.co.



5. At the bottom of your account page you will see the option to delete your account.

6. You'll be prompted to enter your password and you can then delete your account.

#### Delete my data

If you'd like to delete your content and data from VSCO, you have the option to delete your account.

#### IMPORTANT:

- You won't be able to reactivate your account or retrieve anything once it's deleted.
- Deleting your account includes deletion of your images, and mobile and desktop purchases.

**For VSCO Members** — Deleting your account will **not** cancel your VSCO Membership. To cancel your VSCO Membership, visit our [help center](#).

Once you submit your deletion request, it may take several hours to fully delete your data. During this time, your account may still be publicly viewable.

Delete my account

**VSCO Members: Deleting your VSCO account will not automatically cancel your VSCO Membership subscription.** [To cancel your VSCO Membership, please see our How to manage, cancel, or request a refund for your VSCO Membership article](#)

If you no longer have access to your email but wish to delete your VSCO account, please submit a ticket using the chat bot in the bottom right hand corner of this page.

You can access the Support area in the bottom right corner of the page.

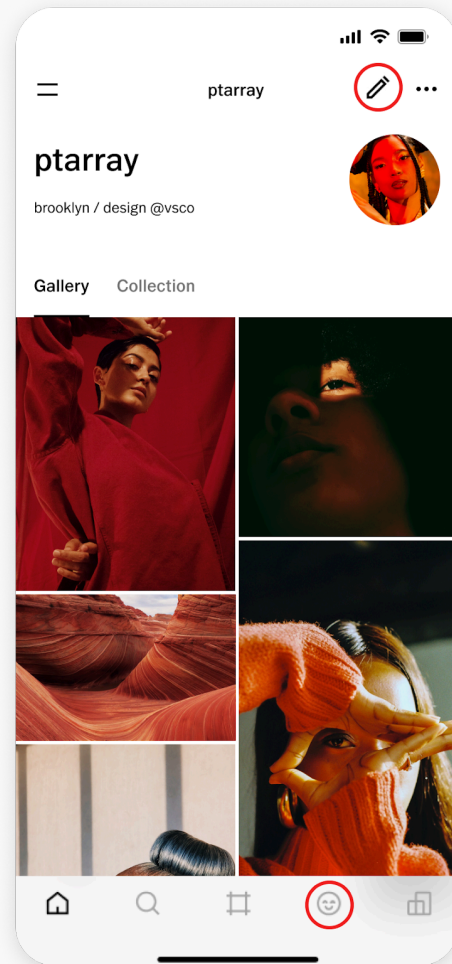
## Delete VSCO Account created with a phone number

1. Open the VSCO App and sign into your VSCO Account with your phone number

2. Tap on your Profile tab (smiley face).

3. Tap on the pencil icon located at the top right of the screen, then navigate to the My Info tab.

4. At the bottom of the My Info screen you will see your phone number.



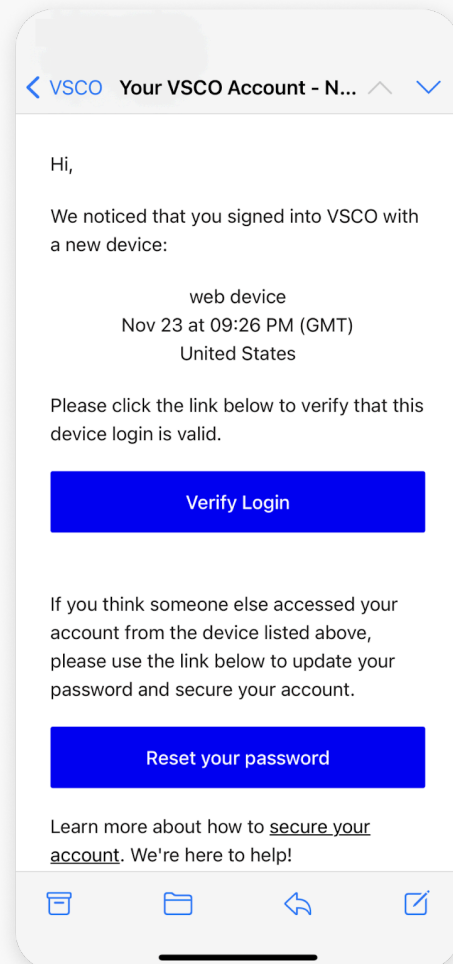
5. Update the phone number with an email you own. *If you receive an error that the email is in use, you may have another VSCO account with this email. You'll need to use a different email. Please make sure this is an email address from which you can send and receive emails.*

6. Sign into vSCO.co with the email you just added to your VSCO account on a **web browser** either on your mobile device or a desktop/laptop computer.

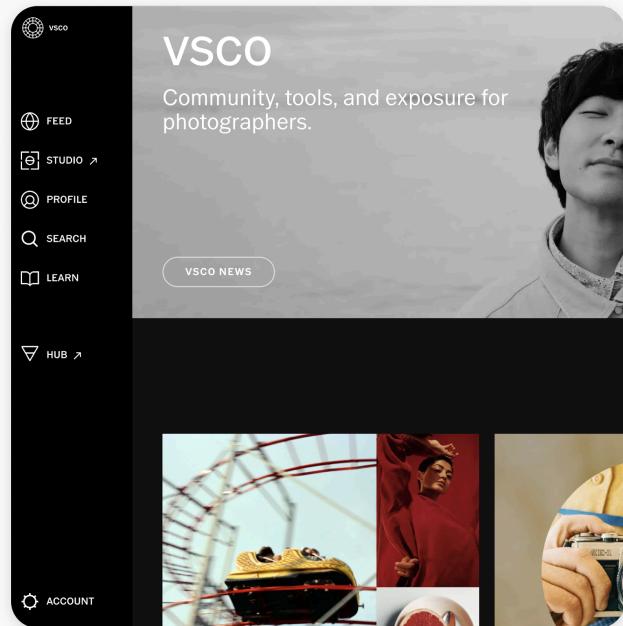
7. IMPORTANT: Check your email inbox for the device verification email from VSCO and click on 'Verify Login'.

*Note to Gmail users: This email could arrive in the 'Promotions' tab.*

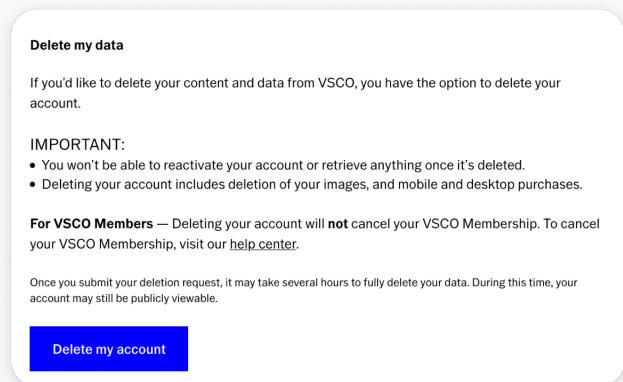
*Note to all email users: check your spam folder if you don't see the verification email in your inbox. Please note it could take between 5-10 minutes for this email verification to arrive in your inbox.*



7. Once your browser/device is verified navigate to your Account in the bottom left corner of vSCO.co.



8. At the bottom of your account page you will see the option to delete your account.



9. You'll be prompted to enter your password and you can then delete your account.

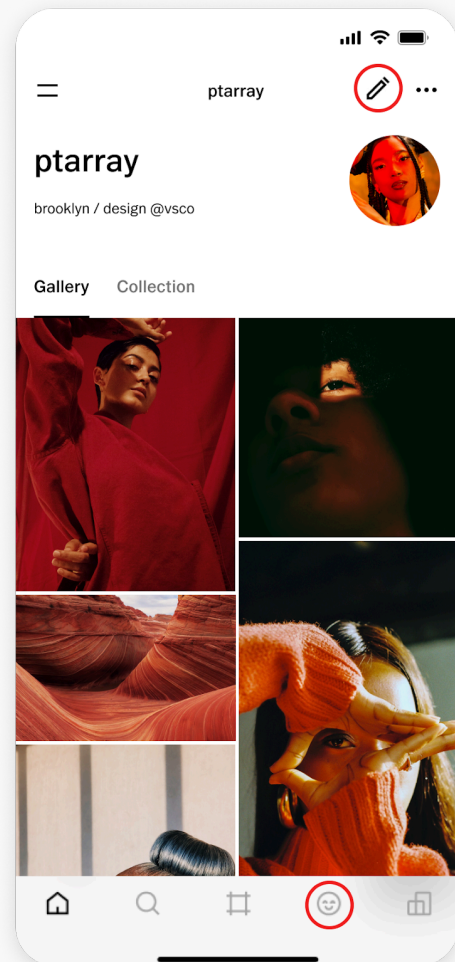
**VSCO Members: Deleting your VSCO account will not automatically cancel your VSCO Membership subscription. [To cancel your VSCO Membership, please see our How to manage, cancel, or request a refund for your VSCO Membership article](#)**

If you no longer have access to your phone number but wish to delete your VSCO account, please submit a ticket using the chat bot in the bottom right hand corner of this page.

You can access the Support area in the bottom right corner of the page.

## Delete VSCO Account created with Facebook or Google

1. Open the VSCO App and sign into your Facebook or Google account.
2. Tap on your Profile tab (smiley face).
3. Tap on the pencil icon located at the top right of the screen, then navigate to the My Info tab.
4. At the bottom of the My Info screen you will find the email associated with your Facebook or Google sign on. **Write down or remember this email.**



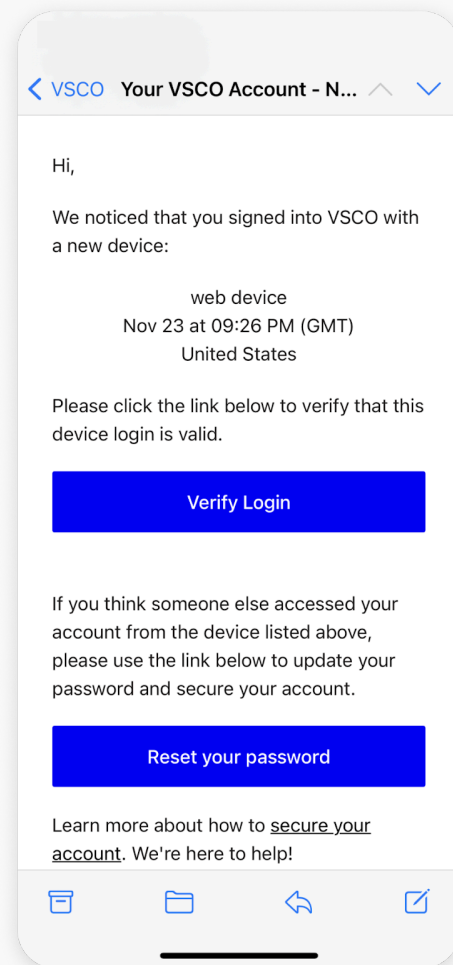


5. Sign into vsco.co with the email associated with your Facebook or Google account on a web browser such as Chrome, Safari (not the VSCO app), either on your mobile device or a desktop/laptop computer.

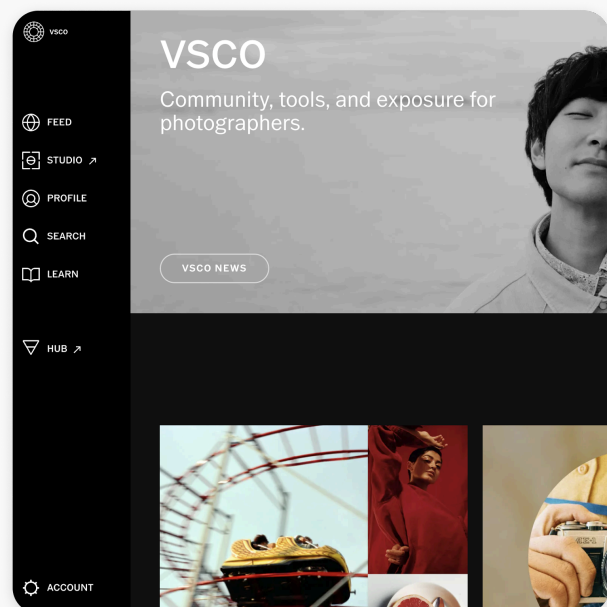
6. IMPORTANT: Check your email inbox for the device verification email from VSCO and click on 'Verify Login'.

*Note to Gmail users: This email could arrive in the 'Promotions' tab.*

*Note to all email users: check your spam folder if you don't see the verification email in your inbox. Please note it could take between 5-10 minutes for this email verification to arrive in your inbox.*



7. Once your browser/device is verified navigate to your Account in the bottom left corner of vsco.co.





8. At the bottom of your account page you will see the option to delete your account.

9. You'll be prompted to enter your password and you can then delete your account.

#### Delete my data

If you'd like to delete your content and data from VSCO, you have the option to delete your account.

#### IMPORTANT:

- You won't be able to reactivate your account or retrieve anything once it's deleted.
- Deleting your account includes deletion of your images, and mobile and desktop purchases.

**For VSCO Members** — Deleting your account will **not** cancel your VSCO Membership. To cancel your VSCO Membership, visit our [help center](#).

Once you submit your deletion request, it may take several hours to fully delete your data. During this time, your account may still be publicly viewable.

Delete my account

**VSCO Members: Deleting your VSCO account will not automatically cancel your VSCO Membership subscription.** [To cancel your VSCO Membership, please see our How to manage, cancel, or request a refund for your VSCO Membership article.](#)

If you no longer have access to your Facebook or Google sign on but wish to delete your VSCO account, please submit a ticket using the chat bot in the bottom right hand corner of this page.

You can access the Support area in the bottom right corner of the page.

## FAQs

### I accidentally deleted my account, can I recover my images?

Deleting your account is permanent and cannot be undone. If you have deleted your account we are unable to recover your images for you.

## I deleted my account and want to make a new one with the same username/email, but it won't let me.

Deactivating your account will leave your username and email saved in our systems. This means you cannot reuse either for a new account. Follow the instructions on our [How to Reactivate a VSCO Account](#) article to reactivate the account with the username or email you wish to use.

## I deleted my account but my subscription is still active.

Deleting or deactivating **will not automatically cancel your VSCO Membership**. To cancel your VSCO Membership, please see our [How to manage, cancel, or request a refund for your VSCO Membership](#) article.

Last updated March 28, 2025

---

## Was this article helpful?

42025 out of 63777 found this helpful

Have more questions? Submit a request

## Related Articles

How to manage, cancel, or request a refund for your VSCO Membership

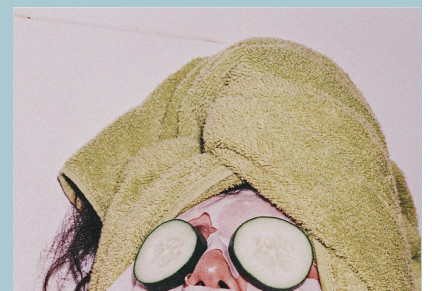
Account and Device Verification

How do I deactivate my VSCO Account?

## Recently Viewed Articles

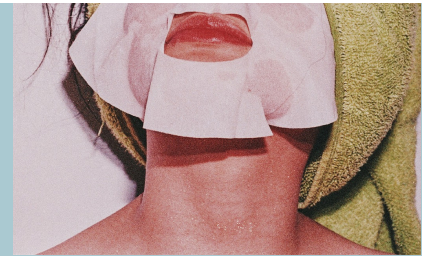
How to manage, cancel, or request a refund for your VSCO Membership

# Visit the community.



Have a feature request? Want to interact with other creators on VSCO and the VSCO team?

Visit the Community



VSCO

TRY FOR FREE

DOWNLOAD NOW

## COMPANY

About VSCO

Products

Plans

Careers

Press

## FEATURES

What's New

Photo Editor

Mobile App

Photo Filters

Creative Community

VSCO Hub

VSCO Canvas

## COMMUNITY

Photographer Stories

Learn

Guidelines

Safety

Support

Forum

## GUIDES

Photography Basics

Photography Tips and Techniques

Photography Guides

Curated Photo Collections

Photography Business

Terms of Use

VSCO Hub Agreement

Privacy Policy

Cookie Settings

Copyright 2025 VSCO. All rights reserved.

# EXHIBIT C



**Evolink Law Group**  
4388 Still Creek Drive, Suite 237  
Burnaby, BC V5C 6C6

p. 604 620 2666  
info@evolinklaw.com  
www.evolinklaw.com

March 13, 2025

**VIA EMAIL**

SIDEMAN & BANCROFT LLP

**ATTN: Mr. Zachary J. Alinder**

One Embarcadero Center, Twenty-Second Floor  
San Francisco, California 94111-3711

Dear Mr. Alinder,

**RE: Visual Supply Company v. Khimji, et al (N.D. Cal: 3:24-cv-09361-WHO)**

---

We write regarding two topics relating to the aforementioned file: (a) continuation of the March 25, 2025 initial case management conference; and (b) documents relating to the WIPO proceedings referred to in the Complaint.

**Continuation of the March 25, 2025 Initial Case Management Conference**

Further to our email exchanges, we understand that the Plaintiff is agreeable to continue the March 25, 2025 Initial Case Management Conference to a mutually convenient date. We enclose a draft Stipulation and Proposed Order to that effect, including a draft declaration in support thereof.

We have reviewed the Court's calendar and the Certificate of Unavailability found here (<https://apps.cand.uscourts.gov/CEO/cfd.aspx?7147>). The earliest available Tuesday that I can be available, taking into account the Court's availability, is June 17, 2025.

Please let us know at your earliest convenience if you are available on June 17, 2025.

**Documents Relating to the WIPO Proceedings Referred to in the Complaint**

At paragraphs 37 and 38, the Plaintiff pleads and makes reference to two WIPO UDRP proceedings: *Visual Supply Company* ("VSCO") v. *Nice IT Services Group Inc., Customer Domain Admin and Aiden Salamon*, WIPO Case No. D2023-3616 (Oct. 20, 2023) and *Visual Supply Company* ("VSCO") v. *Nice IT Services Group Inc., Customer Domain Admin*, WIPO Case No. D2024-0621 (Apr. 3, 2024). We understand your office represented VSCO on both of these WIPO UDRP proceedings.





**Evolink Law Group**  
4388 Still Creek Drive, Suite 237  
Burnaby, BC V5C 6C6

p. 604 620 2666  
info@evolinklaw.com  
www.evolinklaw.com

Please advise if the Plaintiff is willing to provide copies of the following documents from the two aforementioned WIPO matters by **March 18, 2025**:

1. For *Visual Supply Company ("VSCO") v. Nice IT Services Group Inc., Customer Domain Admin and Aiden Salamon*, WIPO Case No. D2023-3616 (Oct. 20, 2023):
  - a. The original complaint filed by VSCO on August 29, 2023.
  - b. The emails sent by the Center to VSCO on September 1, 2023 regarding the contact information disclosed by the domain name registrars.
  - c. The amended complaint filed by VSCO on September 6, 2023.
  - d. The email communications sent by Aiden Salamon to the Center on September 7 and 14, 2023.
2. For *Visual Supply Company ("VSCO") v. Nice IT Services Group Inc., Customer Domain Admin*, WIPO Case No. D2024-0621 (Apr. 3, 2024):
  - a. The original complaint filed by VSCO on February 10, 2024.
  - b. The emails sent by the Center to VSCO on February 14, 2024 regarding the contact information disclosed by the domain name registrars.
  - c. The amended complaint filed by VSCO on February 17, 2024.

If the Plaintiff is unwilling to provide the aforementioned documents, we may not be able to conduct the necessary reviews and investigations before filing an answer. As such, we would necessarily need to seek the Court's intervention, which may affect the timelines.

We trust that the Plaintiff will provide the aforementioned documents without delay.

Yours truly,

**EVOLINK LAW GROUP**

  
**SIMON LIN**

Barrister & Solicitor (Ontario and British Columbia, Canada)  
Attorney (California, USA)

Encls: (1) Stipulation to Continue March 25, 2025 Initial CMC; and (2) Declaration of Simon Lin in support.

# EXHIBIT D



Simon Lin <simonlin@evolinklaw.com>

---

**VSCO v. Khimji, et al. (N.D. Cal: 3:24-cv-09361-WHO)**

---

**Alinder, Zachary J.** <zalinder@sideman.com>  
To: Simon Lin <simonlin@evolinklaw.com>

Fri, Mar 14, 2025 at 1:58 PM

Dear Mr. Lin:

I am generally fine with the proposed stipulation. The date of June 17, 2025 seems very far out. For example, I would be available the following Tuesday on April 1<sup>st</sup> or April 8<sup>th</sup>. If you really cannot do another Tuesday before June 17<sup>th</sup>, I think you both will need to set that out in the stipulation and in your declaration to make it clear that your conflicts are what prevent an earlier date. Please re-circulate either with one of the April dates, or if you really cannot make an earlier date work before May when Judge Orrick is out, with sufficient detail to support that request.

On the discovery, as you know, there is a standard process to follow. And, to that end, we've previously asked for a lot of information from Mr. Khimji through prior counsel that we never received. That said, I am sure we can arrange for the Rule 26(f) conference at a mutually convenient date/time in the near future, so both sides can begin discovery here.

Best,

Zac

[Quoted text hidden]

# EXHIBIT E



Simon Lin &lt;simonlin@evolinklaw.com&gt;

**VSCO v. Khimji, et al. (N.D. Cal: 3:24-cv-09361-WHO)**

Simon Lin &lt;simonlin@evolinklaw.com&gt;

Fri, Mar 14, 2025 at 3:13 PM

To: "Alinder, Zachary J." &lt;zalinder@sideman.com&gt;

Dear Mr. Alinder,

I appreciate that June 17, 2025 is not as soon as the Plaintiff would hope for. Unfortunately, my calendar for April and May are fully packed, as I have detailed in the revised draft declaration and stipulation. If your concern is that I am making myself unavailable in order to delay matters, I can assure you that is not the case. Mr. Khimji similarly wants to get to the bottom of this as soon as possible. Please let us know if there are any further comments with the proposed stipulation.

I have reviewed the back and forth you had with Mr. Khimji's prior counsel, who appears not to have any experience in California or USA law, or tech related issues. What information, specifically, are you requesting from Mr. Khimji that your client is saying he failed to provide?

I am familiar with the standard process. My letter below was a request to ascertain if the Plaintiff is willing to cooperate, considering those WIPO cases are explicitly pleaded and the Plaintiff seems to be relying on them to advance their case anyways. In my experience, parties are often able to deal with similar requests without having to litigate everything. We trust that your client will reconsider their position and get back to us next Tuesday.

Finally, I understand you have shared the enclosed vsco.club CSV file with Mr. Khimji's former counsel. On a cursory review using IP Geolocations, the IP address in that Excel file (i.e., 184.147.76.101) seems to be a Bell Canada residential user in Leamington or Kingsville, Ontario. Both Leamington and Kingsville are approximately 800km away from Ottawa, where Mr. Khimji resides. In my experience, it would seem unusual for the physical location for an IP address to be hundreds of kilometers away from the user. **Has the Plaintiff approached the Canadian ISP to obtain the account holder information for the IP address in the CSV file?** The ISP's records may be much more reliable than information in the records of internet companies. For internet companies, almost any name can be entered as long as the person making the entry has their hands on the particular name.

Thank you.

Kind Regards,

Simon Lin  
Barrister & Solicitor



**Evolink Law Group**  
237-4388 Still Creek Drive, Burnaby, B.C. V5C 6C6  
T: 604-620-2666  
F: 778-805-9830

[www.evolinklaw.com](http://www.evolinklaw.com)

This message is intended only for the use of the party to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. No waiver of privilege, confidence or otherwise is intended by virtue of communications via the Internet. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by replying to this e-mail and then destroying all copies. Thank you.

[Quoted text hidden]

**3 attachments**

**Stipulation for Continue CMC.docx**  
38K



**Declaration of Simon Lin.docx**  
38K



**vsco.club - Adam Khimji Payment Confirmation- Accounts.csv**  
1K

# EXHIBIT F



Simon Lin <simonlin@evolinklaw.com>

---

**VSCO v. Khimji, et al. (N.D. Cal: 3:24-cv-09361-WHO)**

---

**Alinder, Zachary J.** <zalinder@sideman.com>

Fri, Mar 14, 2025 at 3:24 PM

To: Simon Lin <simonlin@evolinklaw.com>

Dear Mr. Lin:

Understood. Thank you for providing the additional detail. I did not believe you were seeking delay for improper reasons, but I do think that the stipulation is more likely to get your intended result by explaining the basis, as you have done. Assuming no other substantive changes are made, this stipulation is fine on my end, and you are authorized to apply an /s/ Zachary Alinder e-signature and e-file.

As for the discovery issues, I'll discuss further with VSCO, but I am inclined to simply schedule a Rule 26(f) conference so that discovery can simply be open. In particular, we need further discovery to identify the other co-conspirators. Mr. Khimji – through counsel – refused to identify the owners/operators of the other sites identified in the Complaint, and assuming that is still the case, we'll likely need to issue subpoenas to get to the bottom of that. We'll also of course have to agree on a date for exchange of initial disclosures.

[Quoted text hidden]

# EXHIBIT G





Simon Lin <simonlin@evolinklaw.com>

---

**VSCO v. Khimji, et al. (N.D. Cal: 3:24-cv-09361-WHO)**

---

Simon Lin <simonlin@evolinklaw.com>

Fri, Mar 14, 2025 at 3:47 PM

To: "Alinder, Zachary J." <zalinder@sideman.com>

Dear Mr. Alinder,

Thank you for the prompt reply. I will submit the materials for filing unchanged.

Can you please point me to the correspondences where you say Mr. Khimji "*refused to identify the owners/operators of the other sites identified in the Complaint*"? The manner Mr. Kleiman handling this file leaves much to be desired, and he is no longer involved. I trust that my involvement here could bring a fresh perspective.

Thank you for agreeing to speak with your client about the exchange of information. The reason I ask about the IP address is, it appears from the exchanges that the Plaintiff may have overlooked the possibility that a third-party may have utilized Mr. Khimji's name without permission. It would seem to make little sense for someone to use a Protonmail email account (which is regarded as highly anonymous) only to then use their real name with an internet company such as Cloudflare.

Considering your office first contacted Mr. Khimji through his work email, we trust that you are aware that he works for the Government of Canada as a Policy Analyst on economics policy. He does not have a technology background as far as I am aware. The level of sophistication of what the Plaintiff is alleging seems to be far from what an individual with Mr. Khimji's background is capable of.

Thank you.

Kind Regards,

**Simon Lin**  
Barrister & Solicitor



**Evolink Law Group**  
237-4388 Still Creek Drive, Burnaby, B.C. V5C 6C6  
T: 604-620-2666  
F: 778-805-9830

[www.evolinklaw.com](http://www.evolinklaw.com)

This message is intended only for the use of the party to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. No waiver of privilege, confidence or otherwise is intended by virtue of communications via the Internet. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by replying to this e-mail and then destroying all copies. Thank you.

[Quoted text hidden]

# EXHIBIT H



NAM (National Arbitration and Mediation)  
Comprehensive Dispute Resolution Rules and Procedures  
990 Stewart Avenue, First Floor  
Garden City, NY 11530  
Telephone: 1-800-358-2550  
Fax: 516-794-8971  
www.namadr.com

**NAM COMPREHENSIVE DISPUTE RESOLUTION RULES AND PROCEDURES**  
**DEMAND FOR ARBITRATION/ARBITRATION NOTICE**

CLAIMANT INFORMATION

Name(s): \_\_\_\_\_  
Contact Person or Counsel: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
File/Claim Number: \_\_\_\_\_

RESPONDENT INFORMATION

Name(s): \_\_\_\_\_  
Contact Person or Counsel: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
File/Claim Number: \_\_\_\_\_

**RESPONDENT(S):** Please take notice that, pursuant to NAM's Comprehensive Dispute Resolution Rules and Procedures which provides for arbitration of disputes arising thereunder, the Claimant identified above **hereby demands arbitration of a claim against you.** You have thirty (30) days from the date of NAM's notification to Claimant and Respondent that the Demand for Arbitration has been filed and the arbitration proceeding has been commenced, to serve the Claimant and NAM with a Reply to this Demand for Arbitration/Arbitration Notice by messenger service, overnight delivery service by a nationally recognized courier company, or by certified mail. If you do not serve the Claimant and NAM with a Reply within 30 days from the date of NAM's notification, the Arbitrator may enter an award against you.

**CLAIMANT SECTION: EXPLANATION OF DEMAND****The Claimant is claiming the following relief, which may include the following:**

Principal balance	_____
Interest accrued	_____
Legal expenses	_____
Cost of arbitration*	_____
Other (specify)	_____
	_____
Total	_____

\*The cost of the arbitration is fully described in NAM's Fees and Costs for Arbitrations and Mediations governed by NAM's Comprehensive Rules and Procedures ("NAM's Fee Schedule").

A description of the nature of the dispute and the injuries alleged follows (the Claimant should provide a detailed description herein and attach any evidence hereto):

---

---

---

---

---

---

---

---

---

---

Does the underlying agreement/provision that provides for arbitration of this dispute also contain the right of appeal? YES NO If yes, please attach a copy of the document containing the right of appeal.

Counsel or a party's representative accepts responsibility for payment of all fees billed to the Claimant by NAM pertaining to this matter regardless of the outcome of this case. In the event that the party represents him/herself, then the party accepts responsibility for payment of all fees billed to him/her by NAM pertaining to this matter regardless of the outcome of this case. I also understand the following: (a) neither NAM, nor its Officers, Directors, employees, representatives, Arbitrators or Mediators shall be liable for any act or omission in connection with any arbitration or mediation conducted under these Rules or any other rules of procedure mutually agreed upon by the parties; (b) neither NAM, nor its Officers, Directors, employees, representatives, Arbitrators or Mediators is a necessary party in any further alternative dispute resolution or judicial proceeding and may not be called to testify at any subsequent proceeding and (c) the parties agree not to make any claims against NAM for damage, loss or injury and hereby waive any cause of action or other remedy against NAM, its employees, arbitrators/mediators, agents, etc. (d) NAM reserves the right to withhold release of the Arbitrator's award, or any decision of the Arbitrator, until all outstanding fees due to NAM from all parties have been paid.

\_\_\_\_\_  
**CLAIMANT by: (signature)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

The Respondent hereby responds to the demand made by the Claimant as follows (the Respondent should provide a response herein and attach any evidence hereto to support such position):

Counsel or a party's representative accepts responsibility for payment of all fees billed to the Respondent by NAM pertaining to this matter regardless of the outcome of this case. In the event that the party represents him/herself, then the party accepts responsibility for payment of all fees billed to him/her by NAM pertaining to this matter regardless of the outcome of this case. I understand the following: (a) neither NAM, nor its Officers, Directors, employees, representatives, Arbitrators or Mediators shall be liable for any act or omission in connection with any arbitration or mediation conducted under these Rules or any other rules of procedure mutually agreed upon by the parties; (b) neither NAM, nor its Officers, Directors, employees, representatives, Arbitrators or Mediators is a necessary party in any further alternative dispute resolution or judicial proceeding and may not be called to testify at any subsequent proceeding and (c) the parties agree not to make any claims against NAM for damage, loss or injury and hereby waive any cause of action or other remedy against NAM, its employees, arbitrators/mediators, agents, etc. (d) NAM reserves the right to withhold release of the Arbitrator's award, or any decision of the Arbitrator, until all outstanding fees due to NAM from all parties have been paid.

Name: \_\_\_\_\_

Title:

Date        /        /

Demand for Arbitration/Arbitration Notice

Revised as of 9/17/2024

The parties are hereby notified that the Claimant has filed or will file copies of the Arbitration Agreement (if applicable) and this Demand for Arbitration/Arbitration Notice at NAM's headquarters.

Either party may contact the NAM Administrator indicated below of the Comprehensive Dispute Resolution Rules and Procedures in writing at NAM, Comprehensive Dispute Resolution Rules and Procedures, 990 Stewart Avenue, First Floor, Garden City, New York 11530 or by telephone with questions regarding the Arbitration process or NAM's Comprehensive Dispute Resolution Rules and Procedures and Fee Schedule or to request a copy thereof.

Contact the NAM Administrator, \_\_\_\_\_ at

1-800-358-2550 ext. \_\_\_\_\_.

# EXHIBIT I



# socialgirls.live

Updated 46 days ago



## Domain Information

Domain:	socialgirls.live
Registered On:	2024-10-18
Expires On:	2025-10-18
Updated On:	2024-10-23
Status:	client transfer prohibited
Name Servers:	dns1.registrar-servers.com dns2.registrar-servers.com



## Registrar Information

Registrar:	NameCheap, Inc.
IANA ID:	1068
Abuse Email:	abuse@namecheap.com
Abuse Phone:	+1.9854014545



## Registrant Contact

Organization:	Privacy service provided by Withheld for Privacy ehf
State:	Capital Region
Country:	IS



Sale

.space

\$29.88

\$1.18

BUY NOW

\*while stocks last

On Sale!

i

c

u

.ICU @ \$1.48

~~\$8.88~~

Introducing

WORDPRESS  
HOSTING

\$5.48

/mo

VIEW MORE

## related domain names

[identity.digital](#) [donuts.co](#) [icann.org](#) [registrar-servers.com](#) [namecheap.com](#)  
[withheldforprivacy.com](#)

Copyright © Whois.com. All rights reserved  
[Privacy](#) | [Terms](#)

# EXHIBIT J



# The State Bar of California

**Akaash Gupta #265592**

**License Status: Active**

Address: VSCO, 548 Market St Ste 92958, Pmb 92958, San Francisco, CA 94104-5401

Phone: Not Available | Fax: Not Available

Email: [akaash@vsko.co](mailto:akaash@vsko.co) | Website: Not Available

## More about This Attorney ▾

**All changes of license status due to nondisciplinary administrative matters and disciplinary actions.**

Date	License Status ⓘ	Discipline ⓘ	Administrative Action ⓘ
Present	Active		
12/1/2009	Admitted to the State Bar of California		

**Additional Information:**

- **About the disciplinary system**

Copyright © 2025 The State Bar of California

